

Request for Proposal

Conference and Meeting Management

1) General Information

1.1) Purpose

The State of Maine, Department of Education is seeking the services of providers in the area of conference hosting for the Maine Learning Technology Initiative (MLTI) Summer Institute. The provider will be expected to be responsible for hosting a three-day conference plus a one-day pre-conference event. Attendance is estimated at 250 conference participants plus 20 Department staff. The pre-conference event is expected not to exceed 20 conference participants plus 2 Department staff. Conference hosting will include overnight accommodations, meals, meeting facilities, AV equipment and reliable network infrastructure. The provider will be required to hold timely and regular meetings with department to determine specific needs related to the final conference agenda and expectations. Meetings to address but are not limited to the following areas of need: facility, AV equipment, network infrastructure and other requirements needed.

The primary event is scheduled for July 24-26, 2012, with the pre-conference event beginning the morning of July 23, 2012.

1.2) Definition of the Parties

The State of Maine is hereafter referred to as “the State.” Respondents to the RFP are referred to as “Bidder(s),” and the Bidder (s) to whom a contract is awarded is referred to as the “Contractor(s)” or “Provider (s)”.

1.3) Summary of Key Events

Request for proposal issued:	March 8, 2012
Deadline for written questions:	March 14, 2012
Proposal due date:	March 26, 2012

1.4) Point of Contact

The State’s Point of Contact for this RFP is:

Juanita Dickson
Department of Education
Burton M. Cross Building, 5th floor
23 State House Station
Augusta, Maine 04333
Email: juanita.dickson@maine.gov

From the time this RFP is issued until award notification is made, all contact with the State about this RFP must be made through then aforementioned Point of Contact. No other person is empowered to make binding statements regarding the RFP.

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1.5) Written Questions and Answers

Questions regarding the meaning of any RFP provision must be made in writing. All contact with the State about this RFP must be submitted **in writing** to the State's aforementioned **Point of Contact**. Questions should be transmitted by email and should be clearly marked "**MLTI Summer Institute – Procurement Questions**". All substantive questions received by the deadline will be answered and communicated to all interested parties via postings to the web: <http://www.maine.gov/mlti/rfp/>. Please see applicable dates and deadlines in **Section 1.3 Summary of Key Events** as shown above. Questions must be submitted in written form. The State reserves the right, at its sole discretion, to answer or not answer any questions.

1.6) Bidders Conferences

No Bidders Conference is scheduled.

1.7) Cost of Proposal Presentation

The entire cost of preparing and submitting a proposal, and of attending any oral presentation (if required), will be borne by the Bidder.

1.8) Disclosure of Data

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

1.9) Proposal Delivery Instructions

A signed original and three (3) copies of the proposal must be clearly marked with the Bidder's return address and the notation: "**Proposal: RFP #201202246, Department of Education, Conference and Meeting Management**" and delivered to the following address:

**Division of Purchases
Burton M. Cross, 4th floor
111 Sewall Street
9 State House Station
Augusta, Maine 04333**

Proposal delivery shall be made **no later than 2:00 PM Local Time, March 26, 2012**

Only proposals physically received at the Division of Purchases prior to the stated time will be considered. The State assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT suffice. Faxed or emailed proposals

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will not be accepted. Proposals received after the 2:00 PM deadline will be rejected, without exception.

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any bidder in this procurement process. All bidders are expected to provide their best value pricing with the submission of their proposal.

The State reserves the right to reject any and all proposals received in response to this RFP.

The State reserves the right to waive minor irregularities found in proposals received in response to this RFP.

2) Scope of Work

2.1) Required Elements

Bidder will be required to provide the following:

2.1.1) Meeting Facilities

2.1.1.1) Registration Desk: Bidder maintains location for registration. Registration should be located centrally and be able to accommodate the number of attendees arriving during specified times (pre-conference registration and primary event first day registration only). The Bidder should describe proposed space, including size, capacity, network capabilities, and room set-up. The Department will staff the registration location, but the Bidder should have at least one assigned contact to assist with facility issues should they occur.

2.1.1.2) Wireless Internet Access: Bidder maintains meeting facilities and overnight accommodation rooms able to accommodate the total expected number of conference participants. All meeting facilities must include wireless Internet access sufficient for the number of anticipated participants simultaneously using the Internet. Overnight accommodation rooms should also provide participants with wireless Internet access. Bidder should describe its wireless Internet capacity in its meeting facilities and overnight accommodation rooms. Bidder should provide its overall Internet connectivity speed to its facility. If other groups and events will be at the facility at the same time, the Bidder should note approximately what percentage of total Internet users the MLTI Summer Institute will represent at the facility during the day.

2.1.1.3) Small Workshop Rooms: Ten (10) meeting spaces that hold twenty (20) attendees seated at tables, AV equipment in rooms including digital projection equipment for use with standard laptop computers, table for presenter. Bidder should list meeting rooms available, including size, capacity, A/V equipment available, and room set up for each meeting space available.

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2.1.1.4) Seminar Rooms: One (1) meeting space that holds up to forty (40) attendees seated at tables or auditorium-style seating, A/V equipment including digital projection equipment for use with standard laptop computers, table for presenter, plus two additional nearby breakout rooms. Breakout rooms should be similarly equipped as the larger room. Bidder should describe meeting room plus breakout rooms available, including size, capacity, A/V equipment available, and room set up for each meeting space proposed.

2.1.1.5) Keynote Venue: One (1) large meeting space that holds all attendees (auditorium style seating) for keynote presentations and full group gatherings. A space to hold at least the 250 participants with a spill over room w/audio & video feed for presenters/staff would be acceptable. Wireless Internet access for keynote speakers is required for this venue. Wireless access for participants is requested, but the Department recognizes that simultaneous connectivity for the entire group is not necessarily feasible. Wireless lavalier microphone for the keynote speaker is preferred. Bidder should describe available space(s), including set up, A/V equipment including digital projection equipment for use with standard laptop computers, capacity and network capabilities.

2.1.1.6) Large Workshop Room: One (1) large meeting room for a group of one hundred (100) seated at tables, A/V equipment including digital projection equipment for use with standard laptop computers, table for presenter. Bidder should describe available space, including set up, capacity and network capabilities. See Appendix A for response template.

2.1.1.7) Conference Headquarters: One (1) room in a convenient central location for Department event staff. This will become headquarters where participants can find staff for questions or assistance. Room should have at least 2 tables and seat 5 comfortably. Bidder should describe available space(s), including set up, capacity and network capabilities.

2.1.1.8) Signage: Bidder will maintain signage to assist attendees in locating all meeting locations, dining facilities, parking locations and overnight accommodations.

2.1.1.9) Pre-Conference: The Department anticipates a small pre-conference group (not to exceed 20 participants) to begin the morning of July 23, 2012 and conclude at the start of the primary conference (late morning, July 24, 2012). For the pre-conference, the Department expects that one of the Small Workshop Rooms (Section 2.1.1.3) will suffice. All other rooms and venues (Sections 2.1.1.3-2.1.1.7) will not be required until the primary conference, July 24, 2012. See 2.1.1.10 for a draft schedule.

2.1.1.10) Draft Conference Schedule: The following schedule is subject to change. It will be finalized with the winning Bidder at least 3 weeks prior to the event. Bidders may use this draft schedule as information to aid with the preparation of their proposal.

July 23, 2012		July 25, 2012	
10:00-11:00 a.m.	Pre-Conference Registration	7:00-7:45 a.m.	Breakfast

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11:00-12:00 p.m.	Pre-Conference Session 1	8:00-10:45 a.m.	Workshop Session 3
12:00-1:00 p.m.	Lunch	11:00-12 p.m.	Poster Sessions
1:15-5:15 pm	Pre-Conference Session 2	12:15-1 p.m.	Lunch
6:30 pm	Dinner	1:15-4:15 p.m.	Workshop Session 4
		5:00-6:00 p.m.	Evening Keynote
		6:30 p.m.	Dinner
July 24, 2012		July 26, 2012	
9:00-10:30 a.m.	Conference Registration	7:00-7:45 a.m.	Breakfast
10:30-11:00 p.m.	Conference Welcome	8:00-10:45 a.m.	Workshop Session 5
11:15-12:15 p.m.	Workshops Session 1	11:00-12 p.m.	Poster Sessions
12:15-1:30 p.m.	Lunch	12:15-1 p.m.	Lunch
1:45-4:15 p.m.	Workshops Session 2	1:15-4:15 p.m.	Workshop Session 6
4:30-5:30 p.m.	Opening Keynote	5:00-6:00 p.m.	Conference Closing
5:30-6:30 pm	Reception		
6:30 p.m.	Dinner		

2.1.1.11) Meeting Facility Accessibility: The facilities shall be fully accessible for persons with mobility impairments and persons who are blind or who are deaf, as required under the Americans with Disabilities Act, Title II. Please describe your venue's accessibility or shortcomings for all facilities that will be part of the event. If there are barriers, what accommodations will be necessary? For example, use of an alternative entrance, shuttle between meeting areas and lodging. Describe the accessibility of the stage, what audiovisual technologies will be available for public listening or presentation, distances between separate facilities, and whether lodging facilities include accessible bathrooms.

If participants require accommodations to access the content of the event, such as an American Sign Language interpreter, the Department will provide these services separate from this RFP. Bidders are required to provide the meeting, lodging, and dining facilities as described in this RFP as well as accommodations required to access those facilities like building access ramps, elevators, etc.

2.1.2) Support and Technical Capabilities

2.1.2.1) Bidder will have onsite technical expertise able to provide technical support to presenters and attendees for network and Internet connectivity. Bidder should indicate the number of tech staff available, hours available and indicate familiarity with Macintosh devices. All attendees will be using Macintosh computers with Mac OS X operating system.

2.1.2.2) Bidder will work with the State to ensure websites/programs required for event are available on the network infrastructure. The conference will require regular access to the public world wide web as well as to standard email servers. In addition, participants may need to use common video conferencing technologies including Skype and FaceTime. Finally, the conference will use NoteShare servers hosted by the Department

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that requires access on port 8474. The Department does not anticipate exotic Internet tools, but has experienced connectivity difficulties at some large venues due to the plethora of online educational software systems needs. The list of required websites/programs and ports will be finalized at least 30 days prior to the event. The Bidder should describe any Internet filtering or port blocking in place on its network, and whether or not these filters or port blocking may be turned off for the conference should they be required for the conference.

2.1.3) Housing & meal requirements

2.1.3.1) Bidder will maintain lodging facilities able to accommodate the total expected number of conference participants. The Bidder should describe lodging and bathroom facilities, including size, capacity, network capabilities, and room set-up including amenities (bedding, towels, etc). Shared bathrooms are acceptable, but single bedrooms are preferred. The Department expects 80% of participants and staff to require overnight accommodations for both the pre-conference and main conference events.

2.1.3.2) Bidder will manage overnight room assignments for the total expected number of conference participants.

2.1.3.3) Bidder will describe attendee overnight accommodations security and provide participants and staff with access cards or keys to access any building/facility used by the participants during the event if necessary.

2.1.3.4) Bidder will maintain dining facilities able to accommodate the total expected number of conference participants and staff. The Bidder should describe proposed dining space, including size, capacity, room set-up and hours of operation.

2.1.3.5) Bidder will provide meal tickets to each attendee if dining facilities require one.

Bidder will ensure meal preparations and service able to provide breakfast, lunch and dinner for the total expected number of conference participants and staff. Bidder should describe dining facility.

2.1.3.6) Bidder will provide meals for participants requiring special dietary needs, such as food allergies or special diets (vegetarian, vegan, etc.). Bidder should note how much advance notice is required to provide meals for participants with special dietary needs.

2.1.3.7) Bidder will provide morning and afternoon snack/beverage stations located near workshop areas each day of the main conference.

2.1.3.8) Bidder will provide a reception space appropriate for all participants. The Department will host a welcome reception in the early evening on July 24, 2012 prior to dinner for all participants. The reception will require five (5) walk-up display tables with

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electrical power for computers and wireless Internet access. Bidder should describe its proposed space including its capacity to host a cash bar.

2.1.3.9) The Bidder should describe its parking facilities capacity. Overnight participants will require parking facilities.

2.1.4) Bidder Qualifications

2.1.4.1) The Bidder must provide information about its qualifications to provide the described services including all applicable permits and/or licenses required to host this type of event, client references, and number of years in business.

2.1.5) Cost Proposal

2.1.5.1) No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any bidder in this procurement process. All bidders are expected to provide their best value pricing with the submission of their proposal.

Bidders should provide best value pricing based on a per participant per day basis. This pricing must include all required elements as described in this RFP. Pricing should be provided for boarders and non-boarding participants.

For the purposes of bidding, Bidders should assume 80% of participants and staff to be Boarders (require overnight accommodations) and 20% of participants and staff to be non-Boarders (do not require overnight accommodations). The 80/20 ratio is based on previous MLTI Summer Institutes, and represents the Department's best estimate. Actual ratio of Boarder to non-Boarder will be determined based on actual registrations and may vary.

The Bidder's proposed pricing shall be firm and fixed, regardless of changes to the Department's estimate.

3) Submission Requirements

Proposal must include written response to:

Section 2.1.1. Meeting Facilities (see Appendix A for response template)

Section 2.1.2. Support and Technical Capabilities (see Appendix A for response template)

Section 2.1.3 Housing & Meal requirements (see Appendix A for response template)

Section 2.1.4 Bidder Qualifications (see Appendix A for response template)

Section 2.1.5 Cost Proposal (see Appendix B for 2.1.5.1)

4) Evaluation of Proposals

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Bidder Qualifications — Section 2.1.4 — (Total Possible = 10 pts):

- Qualifications of bidder or assigned subcontractors to provide conference related services
- Client list from the past three (3) years from which MDOE may select references

Scope of Work — Sections 2.1.1-2.1.3 — (Total Possible = 45 pts):

- Clarity of the Proposal
- Ability to meet the specified needs

Costs — Section 2.1.5 — (Total Possible = 45 pts):

It is the intent of the State of Maine to combine costs of boarders/non-boarders using the following: Multiple the boarder cost by the total number of expected boarders, and multiple the non-boarder cost by the total number of expected non-boarders. The two figures will be added together and then treated as the overall bid price, which will then be evaluated using the formula below.

- The lowest bid will receive the entire 45 points
- Each of the other bids will receive a share of the 45 points based on the following formula: $\text{Lowest bid} / \text{bid} \times 45 = \text{points}$

RFP Total Possible Points = 100 pts

5) Agreement Type and Term

As a result of this RFP, the Department intends to award one agreement. The successful “Contractor(s)”, “Provider(s)”, will be required to enter into a standard Agreement to Purchase Services, a blank copy of which is attached to this RFP as Appendix C.

The term of the agreement will be July 1, 2012 to August 30, 2012 with an option to renew the agreement for up to two (2) additional conferences, summer of 2013 and 2014 at the discretion of the Department.

Bidder may subcontract services in any part of this RFP. Bidders whose proposals include subcontracting services must submit information identifying the subcontractor(s) and identifying the subcontractor(s) qualifications to perform the services and a letter from the proposed subcontractor(s) stating their intent to subcontract on the project. The Department will enter into an agreement with the Bidder selected as the prime contractor. The prime contractor will be responsible for all services provided by and obligations of, its sub contractor(s). All communications, Departmental direction, invoices will be processed through the prime contractor. All data generated as a result of this agreement is the exclusive property of Department of Education.

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Appendix A

Bidder Response Template

Bidders should use this template to make both submission of responses and scoring of response simpler. Bidders should note that the size of boxes in the table do not necessarily reflect the level of detail expected in a response. **Bidders should reference requirements as written in the main body of this RFP and not rely solely on the template.**

2.1.1) Meeting Facilities	Bidder Response
2.1.1.1) Registration Desk	
2.1.1.2) Wireless Internet Access	

Section 2.1.1.3 – Small Workshop Rooms					
Room	Capacity	A/V Equipment	Seating (ex: desks, tables/chairs, conference table)	Room Set-Up (ex: conference, classroom, auditorium)	Bidder Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					

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8.					
9.					
10.					

Section 2.1.1.4 – Seminar Rooms

Room	Capacity	A/V Equipment	Seating (ex: desks, tables/chairs, conference table)	Room Set- Up (ex: conference, classroom, auditorium)	Bidder Response
Meeting Space (40)					
Breakout 1					
Breakout 2					

Section 2.1.1.5 – Keynote Venue

Room	Capacity	A/V Equipment	Seating (ex: desks, tables/chairs, conference table)	Room Set- Up (ex: conference, classroom, auditorium)	Bidder Response
Main Venue					
Spillover Room (if applicable)					

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Section 2.1.1.6 – Large Workshop Room					
Room	Capacity	A/V Equipment	Seating (ex: desks, tables/chairs, conference table)	Room Set- Up (ex: conference, classroom, auditorium)	Bidder Response

Section 2.1.1 continued	Bidder Response
2.1.1.7) Conference Headquarters	
2.1.1.8) Signage	
2.1.1.9) Pre-Conference	
2.1.1.11) Meeting Facility Accessibility	

2.1.2) Support and Technical Capabilities	Bidder Response
2.1.2.1) Bidder will have onsite technical expertise...	
2.1.2.2) Bidder will work with the State to ensure websites/programs required for event are available on the network infrastructure...	

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2.1.3) Housing & meal requirements	Bidder Response
2.1.3.1) Bidder will maintain lodging...	
2.1.3.2) Bidder will manage overnight room assignments for the total expected number of conference participants.	
2.1.3.3) Bidder will describe attendee overnight accommodations security...	
2.1.3.4) Bidder will maintain dining facilities...	
2.1.3.5) Bidder will provide meal tickets...	
2.1.3.6) Bidder will provide meals...	
2.1.3.7) Bidder will provide morning and afternoon snack/beverage...	
2.1.3.8) Bidder will provide a reception space...	
2.1.3.9) The Bidder should describe its parking facilities...	

2.1.4) Bidder Qualifications	Bidder Response
2.1.4.1) The Bidder must provide information about its qualifications...	

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Appendix B

Cost Proposal Template

Section 2.1.5.1) Cost Proposal	Cost (expressed as per participant per day)
Boarder	
Non-Boarder	

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Appendix C

AdvantageME CT No: _____

STATE OF MAINE
DEPARTMENT OF _____
Agreement to Purchase Services

THIS AGREEMENT, made this _____ day of _____, is by and between the State of Maine, _____, hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____.

The AdvantageME Vendor/Customer number of the Provider is _____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D, E, and/or F – (At Department's Discretion)
Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

DEPARTMENT OF _____
By: _____
Name and Title, Department Representative

and

PROVIDER
By: _____
Name and Title, Provider Representative

Total Agreement Amount: \$ _____

Approved: _____

Chair, State Purchases Review Committee

BP54 (Rev 1/12)

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AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	F N D	D E P T	UNI T		SUB UNIT		OBJ		JOB NO.	PROG RAM

VC NUMBER	DOC TOTAL	F N D	D E P T	UNI T		SUB UNIT		OBJ		JOB NO.	PROG RAM

VC NUMBER	DOC TOTAL	F N D	D E P T	UNI T		SUB UNIT		OBJ		JOB NO.	PROG RAM

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VC NUMBER	DOC TOTAL	F N D	D E P T	UNI T		SUB UNIT		OBJ		JOB NO.	PROG RAM

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RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

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RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$_____

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

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7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or

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part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

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18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This

indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

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23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C
EXCEPTIONS TO RIDER B

Request for Proposal
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RIDER D

Not Required: For use at Department's Discretion

Request for Proposal
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RIDER E

Not Required: For use at Department's Discretion

Request for Proposal
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RIDER F

Not Required: For use at Department's Discretion

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RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐

United States. Please identify state: _____

☐

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.